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#### CONTRACT

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#### **CROP 1953**

## PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

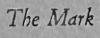
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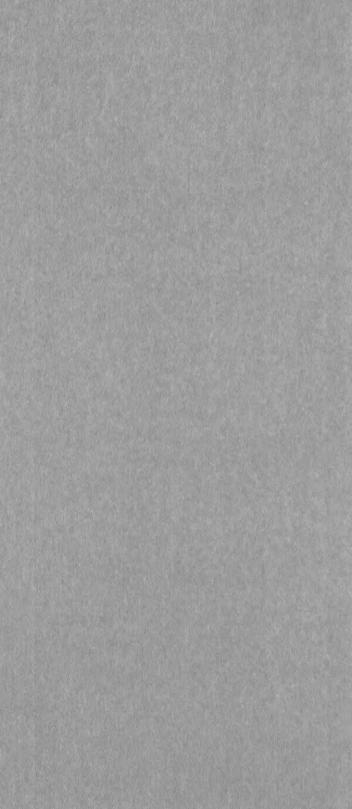
GARDEN SEEDS

OTHER GROWING STATIONS
Central California -- Caldwell, Idaho





of Quality



## Vegetable Seeds of Quality

FACH YEAR, it is growing more apparent that the production of vegetables is becoming highly specialized and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their seedsman True Types of Highest Merit. We have anticipated this growing demand for Select Strains of Carrot, Lettuce, Onion, Etc., Etc., and have for the past several years devoted a considerable acreage to Selection and Breeding work. We are offering in this list stocks Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

Quality Will Pay in the Long Run

We Respectfully Solicit Your Business

## PIETERS-WHEELER SEED COMPANY

Lbs.	VARIETY	Per Lb. Price
	BEET	
	Crosby's Egyptian	
	Detroit Dark Red, Short Top	
	Early Blood Turnip	
	Early Wonder	
	.Early Wonder Green Top	
	Extra Early Flat Egyptian	1
	Perfected Detroit	
	Good For All	
	Green Top Bunching	
	Winter Keeper	
	Mangel and / See Page 8	
	Swiss Chard   See Page 8	
	CELERY	
	Golden Self Blanching (Dwarf Type)	
	White Plume	
	Giant Pascal	
	Golden Plume	
	Summer Pascal (Waltham Strain)	
	Utah Pascal No. 15	
1	Utah Pascal No. 108	
	Celeriac Giant Prague	
		***************************************
	ENDIVE	
	Broad Batavian, Full Hearted	
	Green Curled	
	Green Curled Red Ribbed	
	Green Curled Pancalier	
	Green Curled Ruffec	

Miscellaneous-Please See Page 8

CARROT	
 Amsterdam Forcing	
 Chantenay	
 Chantenay Long Type	
 Chantenay Red Cored	
 Danver's Half Long	
 Danver's H. L. Red Cored	
 Early Scarlet Horn	**********
 French Forcing	
 Gold Spike (Short Top)	
 Hutchinson (Waltham Strain)	
 Imperator	
 Imperida (Short Top)	*******
 Imperator Long Strain	
 Imp. Short White	
 Long Orange Improved	
 Morse's Bunching	
 Nantes, Coreless	
 Oxheart	
 Orange or Yellow Belgian	
 Streamliner	
 Supreme Half Long	**********
 .St. Valery	******
 Tendersweet	
 Touchon	**********
 White Belgian	
White Mastodon	***********

Miscellaneous-Please See Page 8

Lbs.	VARIETY	Per Lb. Price
	LETTUCE	
***********	All Year Round	
***********	BIBB	
	Big Boston	
	Black Seeded Simpson	
• • • • • • • • • • • • • • • • • • • •	Black Seeded Tennisball	
	California Cream Butter	***********
	Chicken	
	Crisp As Ice	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids(Tip Burn Resistant)	
	Grand Rapids(Washington Strain)	*******************************
	Hanson	
	Hubbard's Market	
	lceberg	
	Matchless	************
	May King	***********
	Mignonette	************
	New York, P-W Selected	***********
	New York, P-W, No. 12	***********
	New York, P-W, 55	************
	New York, P-W, 199	*********
-	Miscellaneous—Please See Page 8	

Lbs.	VARIETY	Per Lb Price
	LETTICE CONTINUES	
	LETTUCE CONTINUED	
	New York, P-W, 515	
	Oak Leaf	
	Paris White Cos	
	Dark Green Cos	
• • • • • • • • • • • • • • • • • • • •	Trianon Cos	
	Prizehead	
• • • • • • • • • • • • • • • • • • • •	Salad Bowl	
	Salamander	
	Slobolt	
	Unrivalled	
	White Boston	
	White Boston Cornell No. 43	1
	Cornell No. 456	I .
	GREAT LAKES	
	Premier Great Lakes	1
i i	Pennlake	4
i	Imperial 17	1
	Imperial 44	
1	Imperial 101	
	Imperial 152	
1		
1		
	Imperial 847	
	Progress	
	MUSTARD	
	Fordhook	
1	Southern Giant Curled L. S.	
	Florida Broad Leaf	
	I loriua Biodu Lear	

Lbs.	VARIETY Price Per Lb.
	ONION
	Australian Brown
	Brigham Yellow Globe
	Early Yellow Globe
••••	Ebenezer
	Golden Globe
	lowa No. 44
	Large Red Wethersfield
•	Yellow Sweet Spanish (Utah Strain)
	Yellow Sweet Spanish (P-W, No. 28)
	Oregon Yellow Globe
	Southport Red Globe
••••	Southport Yellow Globe
	Southport White Globe
	WHITE EBENEZER
	.White Portugal
	White Spanish—Jumbo
	Yellow Globe Danvers
	Yellow Sweet Spanish
	PARSNIP
	.All America
	Harris Model
	Hollow Crowned
	Improved Guernsey

Miscellaneous-Please See Page 8

Lbs.	VARIETY	Per Lb Price
	PARSLEY	
	Double Curled	
•••••	Hamburg Rooted	
	Moss Curled	
	Perfection	
	Plain	
	Triple Curled	
	RADISH	
	Cavalier	
	Cal. Mammoth White	
	Chinese White or Celestial	
	.China Rose Winter	
	Crimson Giant	
	Early Scarlet Globe	
	French Breakfast	
	Icicle	
	Long Black Spanish	
	Long Scarlet, Short Top	
1	Sparkler, Bright Scarlet Half White Tipped	1
	White Tipped Scarlet Turnip	
	Miscellaneous—Please See Page 8	

Lbs.	VARIETY	Per Lb. Price
	MISCELLANEOUS	Accounts of the special designation of the speci
	DILL	TO ALL SECURITY OF MALE AND LIST OF THE PARTY OF THE PART
••••	Long Island Mammoth	The Art of
	LEEK	to Balant frames
	American Flag	
	MANGEL	films entransphore as
***************************************	Mammoth Long Red	
	SALSIFY	THE MATTER A LATE OF THE
	SWISS CHARD	
	: Common Green or Spinach Beet .	
*************	Dark Green Large Ribbed	
•••••	Fordhook Giant	
••••	Lucullus	
******	Large White Ribbed Smooth Leaf	
	RUTABAGA	in American in the property of the control of the c
	American Purple Top	
	TURNIP	
	Purple Top White Globe	
	SWEET PEAS	e - y e energy agreement plants and

#### TERMS:

Our terms to firms of approved credit are octays Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice, F.O.B. growing station. Bags at Market Value not returnable.

#### CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

### ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We warrant to the extent of the purchase price that seeds we sell are as described on the container within recognized tolerances. We give no other warranty, express or implied.

#### CORRESPONDENCE SOLICITED

Pieters-Wheeler Seed Company

(Incorporated)

GILROY, CALIFORNIA

Cable Address:

Codes: Am Seed

Wheeler, Gilroy.

A.B.C.—5th Edition

#### This Agreement

#### MADE IN DUPLICATE

on by and between

#### Pieters-Wheeler Seed Company

a corporation, of Gilroy, California, hereinafter called the Seller.

and	
of	

#### hereinafter called the Purchaser

#### WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted during the season of an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined. F.O.B. growing station, containers extra at market value, and not returnable. The terms "in good merchantable conditions" is defined as seeds properly cleaned for seeding purposes, approxi-mately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the variety of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of

seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U.S. funds, within 30 days from date of shipment, less a discount of 11/2%. Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seed in advance of shipment, less a cash discount of  $1\frac{1}{2}\%$ , and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breeched by the purchaser.

5. Except as herein otherwise expressely provided, the seller warrants to the extent of the purchase price that seeds sold are as described on the container within recognized tolerances. We give no

other warranty, express or implied.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

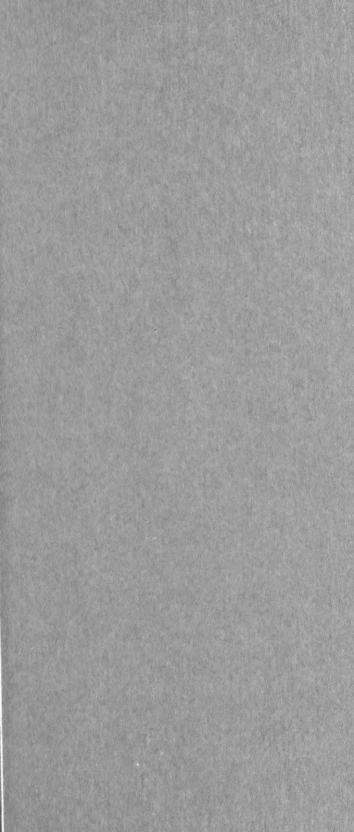
- 7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in Paragraph No. 8 of our contract conditions.
- 8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set thier hands on the day and year first above written.

#### PIETERS-WHEELER SEED COMPANY The Seller

Ву		
Buy	/er	
Ву		The Purchaser

#### **Special Instructions**



## SEED GROWING CONTRACT

**CROP 1953** 

# Pieters-Wheeler Seed Company of GILROY, CALIFORNIA

IPPING INSTRUCTIONS

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